

REMARKS

Pending claims 1-20 stand rejected under 35 U.S.C. 102(e) as being anticipated by Conklin et al. (US Pat. No. 6,141,653 -- hereinafter **Conklin**); the Examiner's reasoning for rejecting these claims is set forth in detail in the sequel. Moreover, the claims have not been amended since the Applicant believes the rationale presented by the Examiner can be overcome.

Applicants' Preliminary Statement:

The Applicants believe that the subject matter taught and suggested by **Conklin** is fundamentally different from what the Applicants have disclosed and claimed. To distinguish the fundamental differences between the two, it is helpful initially to generally discuss the teachings and suggestions of **Conklin** in contrast to the Applicants' claimed subject matter. Then the Examiner's contentions are addressed.

Conklin:

Conklin deals with a methodology induced by a three-tiered hierarchy of three interconnected entities, namely, a **service provider**, a **sponsor**, and a plurality of **participants**, in an arrangement for interactive, multivariate negotiations over a network. The high-level block diagram of the attached FIG. A summarizes this hierarchy; FIG. A is synthesized from the teachings and suggestions of **Conklin**, particularly

FIG. 1a and the accompanying discussion in column 17, lines 33-67 and in column 18, lines 1-17.

Based upon the discussion in **Conklin**, with reference to FIG. A, it is clear that the **sponsor** is an entity that, of necessity, is distinct from either the **service provider** or the **participants**, i.e., the **sponsor** at Level 2 cannot be the **service provider** at Level 1, nor can the **sponsor** be among the Level 3 **participants**. This distinct relationship of the **sponsor** vis-à-vis the **service provider** and the **participants** is necessary because, in a commercial setting, the **participants** are adversarial in that each participant has a vested interest. The **sponsor** creates and administers a community of activities (such as defining terms of participation, standards/rules, visibility of participants, collection of fees, and *refereeing disputes*) shared by the **participants** so that the **sponsor** must be neutral -- hence the **sponsor** cannot be one of the **participants** without losing impartiality. On the other hand, the **sponsor**, not the **service provider**, has intimate knowledge of the details necessary to create and administer the specific application that binds the participants. As per **Conklin**, the **service provider** merely provides a system engine, e.g., a set of software packages, but has no knowledge of the types of services to be configured from the software packages by any given **sponsor** for each individual application. Thus, according to the teachings and suggestions of **Conklin**, the **sponsor** must be distinct from the **service provider** since the **service provider** does not have the knowledge to fulfill a dual role. The commercial nature of the transactions induces the three-tiered hierarchy. Because of this three-tiered hierarchy, the processes carried out in

Conklin are radically and fundamentally different than the inventive subject matter of the Applicants.

To elucidate this general discussion, consider a representative example given by **Conklin** wherein **buyers** and **sellers** (at Level 3 in FIG. A) interact to complete sales between buyers and sellers as administered according to rules composed by the **sponsor** (at Level 2). Obviously, the sponsor cannot be a buyer or a seller because of a potential conflict in either capacity. The **sponsor** is thus an independent, separate entity acceptable to buyers and sellers because of neutrality. The sponsor creates and administers the buyer-seller community utilizing a set of software templates provided by the **service provider** (at Level 1). The service provider has no real interest in or need to interact with the sponsor, buyers, and sellers other than the provision of software templates used for the activity. As emphasized by **Conklin**, the service provider is important to the process because the service provider devises and makes available a complex, often costly, set of software templates that practically, because of these factors, cannot be prepared by the sponsor, buyer/seller (see column 22, lines 30-40). None of the three separate entities, stratified into the three levels FIG. A, can be coalesced to eliminate one or more entities or one or more levels. *If such coalescing is attempted, the operation of the arrangement taught and suggested by **Conklin** ceases to function as intended.*

The crux of the difference can be appreciated by comparing **Conklin's** FIG. A to Applicant's summary hierarchical diagram shown in FIG. B. Because the setting for the inventive subject matter is a "temporary social occasion", thereby

eliminating adversarial considerations, the hierarchy is two-tiered, with the **service provider** at Level A and the **participants** at Level B. Moreover, one of the **participants** (e.g., participant 1), called the **host**, now directly interacts with the **service provider** and requests that a set of services be provisioned by the **service provider** for use by all **participants**, including the host, for the temporary social occasion. The non-host participants need not have any concern about the interactions between the **host** and the **service provider** because of the non-adversarial, cooperative occasion engendered by the social activity. Thus, besides configuring the application for the social occasion, the **host** is a direct participant and is central to the role of fostering the “social occasion”.

Moreover, the recitation “thread of activity” is substantively different than the “history of transactions” notion taught and suggested by **Conklin**. Recall the discussion of the Applicant with respect to the “thread of activity”, namely, as set forth on pages 21 and 22, paraphrased for the social occasion:

The activity manager coordinates the interaction of the parties and captures the historical sequence of events occurring during the social occasion, such as verbal communication among the celebrants, written remembrances about the social occasion, songs, purchased gifts, as well as dates and times of the celebration as attended by each of the celebrants. Thus, generally, an activity manager manages the information needs of the dynamically-formed celebrants during the ephemeral existence of the group (emphasis added by underline).

In **Conklin**, the “history of transactions” is merely a snapshot of the negotiations at discrete instances of time. To draw an analogy, **Conkin**’s “history of transactions” is like a series of snapshots. Of particular relevance is the fact that the history does not take into account the events that happen between snapshots. For example, in traversing from Snapshot 1 to Snapshot 2, the “history” will not memorialize

if party A or party B effected the changes to arrive at Snapshot 2 from Snapshot 1. On the other hand, the “thread-of-activity” accounts for the interval between snapshots, as well as the snapshots themselves. In the Applicant’s arrangement, the fact that, for example, party A rather than party B made the comment that moved system state along “thread of activity” from Snapshot 1 to Snapshot 2 is memorialized by the Applicant’s inventive subject matter. In essence, with the Applicant’s inventive subject matter, it is now possible to *replay the social occasion in its entirety* at a later date as if it is now occurring in real-time.

DISCUSSION OF CLAIM 1:

Examiner’s Statement: Conklin discloses a method for servicing a dynamically formed group of participants for a temporary social occasion comprising:

provisioning a set of computer network-implemented services available from a service provider (Abstract “system provider’s Internet site”);

configuring an application to execute on a server accessible to the participants via the service provider, the application being user-created by one of the participants choosing selected ones of the services corresponding to the occasion (Abstract “enables a sponsor to create and administer a community between participants”; col. 28, lines 37 -65);

executing the application to interconnect and coordinate the interactions of the participants for the occasion (Abstract); and

capturing all of the interactions of the participants throughout the duration of the occasion in a thread-of-activity file stored on the server for later recall by at least one of the participants (Abstract “The system maintains internal databases that contain the history of all transactions in each community, so that sponsors, buyers and sellers may retrieve appropriate records to document each stage of interaction and negotiation.”).

Applicant’s Contention: The Applicant have set forth above the crux of his argument that **Conklin** does not have the same hierarchy (2-Level versus 3-Level) and functionality (“thread-of-activity” versus “history of transactions”) of the Applicant’s inventive subject matter.

The Examiner is, in effect, "painting with the broad brush" of **Conklin** and, with such a superficial action, is obliterating the important recitations of the Applicant's inventive subject matter. The Applicant's have provided a flow diagram to capture the essence of claim 1 in attached FIG. C for contrast with **Conklin**. The discussion of FIG. C is interwoven with Applicant's comments, in **bold**, inserted into the Examiner's aforementioned Statement:

Conklin discloses a method for servicing a dynamically formed group of participants for a temporary social (**Conklin relates to commercial or business applications with accompanying requirements of impartiality among certain parties**) occasion comprising:

provisioning a set of computer network-implemented services available from a service provider (Abstract "system provider's Internet site") (**services must be applicable to a temporary social occasion, which Conklin does not teach or suggest -- see step C100**);

configuring an application to execute on a server accessible to the participants via the service provider, the application being user-created by one of the participants choosing selected ones of the services corresponding to the occasion (Abstract "enables a sponsor to create and administer a community between participants"; col. 28, lines 37-65) (**application is configured by one of the participants, namely, the HOST, whereas in Conklin the configuration is effected by an impartial third-party called the sponsor -- see step C110 of FIG. C**);

executing the application to interconnect and coordinate the interactions of the participants for the occasion (Abstract) (**interactions must be of a social nature -- see step C120**); and

capturing all of the interactions of the participants throughout the duration of the occasion in a thread-of-activity file stored on the server for later recall by at least one of the participants (Abstract "The system maintains internal databases that contain the history of all transactions in each community, so that sponsors, buyers and sellers may retrieve appropriate records to document each stage of interaction and negotiation.") (**"history of transactions" not equivalent to "thread-of-activity" -- see step C130**).

To further differentiate between **Conklin** and the Applicant's inventive subject matter, FIG. D depicts the methodology of **Conklin** at the most basic level for comparison to Applicant's methodology of FIG. C. One relevant difference is shown by step D110 vis-à-vis step C110, wherein the application is configured by the **sponsor**, but

not for use by the **sponsor**. This is emphasized again by step D120 in that the **sponsor** is NOT a participant to any completed transactions, but merely has oversight responsibility among the participants (e.g., can act as a referee for disputes). Finally, as evidenced by step D130, the system stores the “history of transactions”, not the “thread-of-activity”.

DISCUSSION OF CLAIMS 2-9:

Applicant's Contention: The Applicant incorporates herein the discussion above with respect to claim 1, the claim upon which claims 2-9 depend. Because claim 1 is deemed allowable, claims 2-9 are also allowable for, at least, the same reasons claim 1 is allowable.

However, the rationale for rejecting claim 4 is worthy of comment. The Examiner stated:

Conklin does not explicitly teach the method as recited in claim 1 wherein the method further includes, after the capturing, deactivating the application to await automatic self-activation of the application at a specified later time with reference to the thread-of-activity file. However, such a scenario is inherent in Conklin, in order to minimize the number of active applications on the "multivariate negotiations engine" (Abstract).

The purpose for deactivating the application for later self-activation is not one of minimizing the number of active applications, but rather addresses the need to discontinue the celebration for a period of time (say overnight) combined with the automatic self-activation so there is no oversight responsibility on the part of any of the participants, including the host. Moreover, for example, if a birthday is the social occasion, the self-activation could occur upon the next birthday one year from the de-

activation with no need to attend to the configuration and/or administration of the social occasion. The Examiner's inherency argument is disingenuous at best.

DISCUSSION OF CLAIMS 10-20:

Examiner's Statement: Per claims 10-20, the rejection of claims 1-9 under 35 USC 102(e) (rationale of claims 1-9 above) applies fully.

Applicant's Contention: Without belaboring the issues, the Examiner is directed to the arguments presented above with respect to claims 1-9, which fully apply to the rationale for rejecting claims 10-20. Note particularly that independent claim 19 addresses the inventive subject matter wherein the "thread-of-activity" is used as a basis for later recalling all of the interactions by at least one of the participants (e.g., the celebrant may desire to have "re-played" his/her birthday celebration to recall the fond memories).

Closing Comments

Based on the foregoing, the Applicants believe that the Examiner has exalted form over substance by drawing the analogy, at a superfluous level, that the Applicant's methodologies relate to the same generic technological field as **Conklin** and, accordingly, are presumably encompassed by the processing techniques of **Conklin**. However, the Applicant contend that it is only the teachings of the Applicant, used in hindsight by the Examiner, that has allowed the Examiner, in an attempt to render the Applicant's claims as anticipated by **Conklin**, to: (1) search for a reference exhibiting what amounts to disparate pieceparts only tangentially related to the disclosure and overall recitations of the Applicants; (2) select from the cited reference material which is

not especially relevant to the Applicants' inventive subject matter; and (3) interpret the reference and bind these pieceparts together in a rather nebulous and not very detailed manner to explain away the combination as "anticipated" without paying attention to the teachings and suggestions of **Conklin**. The point of departure of the Applicants' subject matter versus the prior art commences by addressing a different problem than that considered by **Conklin** and, accordingly, arriving at a totally different and distinguishable solution. Thus, the introduction of heretofore unknown processing techniques results in claimed subject matter that clearly distinguishes over **Conklin**.

Amendment Fee

Finally, there is no additional cost for this amendment since the number of claims remaining after this Response are the same as the number of claims in the original filing and any subsequent amendment(s).

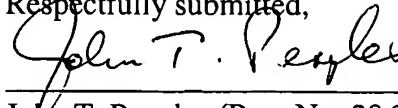
Other Cited References

The other references cited by the Examiner have been reviewed in detail, but the subject matter taught and suggested by these references are not sufficiently pertinent to warrant any further comment.

Closing Request

The Applicant respectfully requests that the claims be reconsidered in view of the foregoing elucidating discussion so that this application may pass to issue with claims 1-20.

Respectfully submitted,



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Date: 10-6-05

Enc. (3)

FIG. A and B on same sheet

FIG. C

FIG. D

"Express Mail" mailing label number: ER688532113US

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